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Special Counsel to Richard A. Marshack, Chapter 11 Trustee

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In re:

THE LITIGATION PRACTICE GROUP P.C.,

Debtor.

Case No.: 8:23-bk-10571-SC

Chapter 11

**CHAPTER 11 TRUSTEE, RICHARD A. MARSHACK’S SUBSTANTIVE OMNIBUS OBJECTION TO PROOFS OF CLAIM<sup>1</sup> FILED BY (I) PHUONG “JAYDE” TRINH; (II) SHERI CHEN; (III) JUSTIN NGUYEN; (IV) HAN TRINH; (V) ISRAEL OROZCO; (VI) SCOTT EADIE; (VII) KEVIN KURKA; AND (VIII) AZEVEDO SOLUTIONS GROUP, INC.; DECLARATION OF RICHARD A. MARSHACK IN SUPPORT**

Date: October 24, 2024

Time: 10:00 AM Local Time

Ctrm: 5C – Via Zoom<sup>2</sup>

Judge: Hon. Scott C. Clarkson

Place: 411 W. Fourth Street

Santa Ana, CA 92701

<sup>1</sup> (i) Proof of Claim No. 75, as amended, filed by Phuong “Jayde” Trinh; (ii) Proof of Claim No. 77 filed by Sheri Chen; (iii) Proof of Claim No. 78 filed by Justin Nguyen; (iv) Proof of Claim No. 79, as amended, filed by Han Trinh; (v) Proof of Claim No. 104 filed by Israel Orozco; (vi) Proof of Claim No. 193 filed by Scott Eadie; (vii) Proof of Claim No. 101651 filed by Kevin Kurka; and (viii) Proof of Claim No. 100232 filed by Azevedo Solutions Group, Inc.

<sup>2</sup> Check Judge Clarkson’s tentative calendar prior to hearing for further Zoom instructions.

**TABLE OF CONTENTS**

I. FACTUAL BACKGROUND.....	5
II. LEGAL STANDARD.....	6
III. RELIEF REQUESTED.....	7
IV. RESERVATION OF RIGHTS .....	13
V. CONCLUSION.....	13

## TABLE OF AUTHORITIES

### Cases

<i>In re Aurora Graphics, Inc.</i> , 255 B.R. 612, 613, 616 (Bankr. D. N. H. 2000).....	6
<i>In re Allegheny Int'l, Inc.</i> , 954 F.2d 167, 173-74 (3d Cir. 1992).....	6
<i>Ashford v. Consolidated Pioneer Mortg. (In re Consolidated Pioneer Mortg.)</i> , 178 B.R. 222, 226 (9th Cir. BAP 1995), aff'd, 91 F.3d 151 (9th Cir. 1996).....	6
<i>In re Carpenter</i> , 540 B.R. 691, 695 (B.A.P. 9th Cir. 2015) .....	8
<i>In re Consol. Freightways Corp. of Delaware</i> , 564 F.3d 1161, 1168 (9th Cir. 2009) .....	7, 8
<i>In re Holm</i> , 931 F.2d 620, 623 (9th Cir. 1991).....	6
<i>Lundell v. Anchor Constr. Specialists, Inc.</i> , 223 F.3 1035, 1039 (9th Cir. 2000).....	6

### Statutes

11 U.S.C. § 105.....	4
11 U.S.C. § 502.....	4, 6, 9, 13
11 U.S.C. § 507.....	4, 5, 7, 9, 10, 11, 12
F.R.B.P. 3001.....	4, 6
F.R.B.P. 3007.....	4
F.R.B.P. 3018.....	4

1 **This is an objection to your claim. A table of the Objected Claims and the basis for objection**  
2 **is attached hereto as Exhibit A. The objecting parties are asking the Court to disallow or**  
3 **modify the claim that you filed in this bankruptcy case. You should immediately contact the**  
4 **objecting parties to resolve the dispute. If you do not reach an agreement, you must file a**  
5 **response to this objection and send a copy of your response to the objecting parties 14 days**  
6 **before the hearing set forth above. Your response must state why the objection is not valid.**  
7 **If you do not file a response 14 days prior to the hearing, your claim(s) may be disallowed**  
8 **without a hearing.**

9 **TO THE EXTENT DOCUMENTS AND OTHER PRODUCTS OF DISCOVERY ARE**  
10 **OBTAINED, THE PROTECTIVE ORDER ATTACHED HERETO AS EXHIBIT B**  
11 **APPLIES.**

12 **Represented parties should act through their attorney.**

13 Richard A. Marshack, in his capacity as Chapter 11 Trustee (“Trustee”) of the Litigation  
14 Practice Group P.C. (the “Debtor”) in the above-captioned bankruptcy case (the “Bankruptcy Case”),  
15 hereby files this substantive omnibus objection to certain unsecured claims ( “Objected Claims”) filed  
16 by (i) Proof of Claim No. 75, as amended, filed by **Phuong “Jayde” Trinh**; (ii) Proof of Claim No.  
17 77 filed by **Sheri Chen**; (iii) Proof of Claim No. 78 filed by **Justin Nguyen**; (iv) Proof of Claim No.  
18 79, as amended filed by **Han Trinh**; (v) Proof of Claim No. 104 filed by **Israel Orozco**; (vi) Proof  
19 of Claim No. 193 filed by **Scott Eadie**; (vii) Proof of Claim No. 101651 filed by **Kevin Kurka**; and  
20 (viii) Proof of Claim No. 100232 filed by **Azevedo Solutions Group, Inc.** (collectively the  
21 “Insiders”) against the Estate. In support of the Objection, the Declaration of Richard A. Marshack,  
22 Chapter 11 Trustee of the Debtor is filed concurrently herewith (“Marshack Declaration”). A table of  
23 the Objected Claims and the basis for objection is attached hereto as **Exhibit A**. Copies of the Claims  
24 themselves are attached as **Exhibits 1 through 8 to the Marshack Declaration**.

25 The Insiders were individuals and entities that were closely connected with the Debtor’s  
26 attempt to transfer and conceal its assets prior to filing for bankruptcy and that received substantial  
27 payments (outside of salary) from the Debtor in the one year period prior to the filing of the  
28 bankruptcy. This Objection sets forth the specific objections to the Objected Claims; however, based  
on the pre-petition actions of and known transfers to the Insiders, the Trustee also asserts that any  
amounts that may be actually be owed to the Insiders under the Objected Claims is dwarfed by the  
liability of the Insiders to the Estate for avoidance actions and other litigation claims. This Objection  
is filed pursuant to §§ 105(a), 502 and 507 of title 11 of the United States Code (the “Bankruptcy  
Code”), Rules 3007(d), 3001(d), and 3018 of the Federal Rules of Bankruptcy Procedure (the

“Bankruptcy Rules”) and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Central District of California (the “Local Rules”).<sup>3</sup>

**I. FACTUAL BACKGROUND**

On March 20, 2023 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the “Court”), commencing the Bankruptcy Case.

On May 8, 2023, the Court entered an order (the “Trustee Appointment Order”) [Dkt. No. 65] granting a motion [Dkt No. 21] filed by the Office of the United States Trustee (“UST”), which requested the appointment of a chapter 11 trustee based on, in part, the Debtor’s failure to provide significant financial and other disclosures. [Dkt No. 21]. Richard A. Marshack was appointed as the chapter 11 trustee pursuant to the Trustee Appointment Order, and continues to serve in that capacity. On July 3, 2023, the Court entered an order authorizing the retention of Grobstein Teeple PLLC (“Grobstein”) to serve as accountants for the Estate [Dkt. No. 169].

On June 17, 2024, the Court entered an order [Dkt No. 1348] approving the solicitation of a plan of liquidation (as may be amended, modified, or supplemented from time to time, the “Plan”). On September 9, 2024, the Court entered an order confirming the Plan [Dkt No. 1646] (the “Confirmation Order”). The Effective Date has not occurred as of the time of this filing. See Marshack Decl., ¶ 3(g), at Page 3.

Pursuant to the confirmed Plan, the Trustee is obligated to satisfy those claims deemed allowed as Class 2 claims entitled to priority treatment pursuant to 11 U.S.C. § 507. The Claims of the Insiders all seek payment, in part, of Class 2 priority claims. Some Claims seeks allowance of additional amounts as Class 3 general unsecured claims beyond the portion claimed to be priority. The specific objection to each Objected Claim is addressed below, and for the reasons stated herein, the Trustee objects to any of the Objected Claims being treated as Class 2 Claims entitled to priority treatment under the Bankruptcy Code and confirmed Plan.

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<sup>3</sup> Unless otherwise set forth herein, all references to “§” or “Section” are to a section of the Bankruptcy Code.

1 **II. LEGAL STANDARD**

2 It is well established, to disallow a claim, the objector (Trustee) must come forward with  
3 sufficient evidence and “show facts tending to defeat the claim by probative force equal to that of the  
4 allegations of the proofs of claims themselves.” *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3  
5 1035, 1039 (9<sup>th</sup> Cir. 2000) quoting *In re Holm*, 931 F.2d 620, 623 (9th Cir. 1991). "The objector must  
6 produce evidence which, if believed, would refute at least one of the allegations that is essential to  
7 the claim's legal sufficiency." *Lundell, supra*, 223 F.3d at 1040, quoting *In re Allegheny Int'l, Inc.*,  
8 954 F.2d 167, 173-74 (3d Cir. 1992). If the objector produces sufficient evidence to negate one or  
9 more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity  
10 of the claim by a preponderance of the evidence. *Ashford v. Consolidated Pioneer Mortg. (In re*  
11 *Consolidated Pioneer Mortg.)*, 178 B.R. 222, 226 (9th Cir. BAP 1995), *aff'd*, 91 F.3d 151 (9th Cir.  
12 1996), quoting *Allegheny Int'l, supra*, 954 F.2d at 173-74. The ultimate burden of persuasion remains  
13 at all times on the claimant. *Lundell, supra*, 223 F.3d at 1039; *Holm, supra*, 931 F.2d at 623.

14 A proof of claim must provide sufficient facts and evidence to support the claim. *See* 11  
15 U.S.C. § 502(a); Fed. R. Bankr. P. 3001; *Ashford v. Consolidated Pioneer Mortgage (In re*  
16 *Consolidated Pioneer Mortgage)*, 178 B.R. 222, 226 (B.A.P. (9th Cir. 1995) (“Initially, the claimant  
17 must allege fact sufficient to support the claim.”). Rule 3001 sets forth evidence required to be  
18 submitted for certain types of claims.

19 A claim that fails to provide adequate evidence, including the specific information required  
20 by Rule 3001, is not entitled to *prima facie* validity under Rule 3001(f). *See Id.* at 226-227. If the  
21 claimant does not provide adequate evidence to support its claim, the claim may be disallowed. *See*  
22 *e.g., Id.* at 227.

23 The burden of proof under Bankruptcy Code § 502(a) rests on different parties at different  
24 times. *Id.* at 226. Initially, the claimant must allege facts sufficient to support the claim. *Id.* If the  
25 averments in the claim meet this standard of sufficiency, it is *prima facie* valid; a claim that alleges  
26 facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to  
27 go forward. *Id.* The burden of going forward then shifts to the objector to produce evidence sufficient  
28 to negate the *prima facie* validity of the claim. *Id.* The objector must produce evidence equal in force

1 to the *prima facie* case; the objector must produce evidence, which if believed, would refute at least  
2 one of the allegations that is essential to the claim's legal sufficiency. *Id.* If the objector produces  
3 sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts  
4 to the claimant to provide the validity of the claim by preponderance of the evidence. *Id.* The burden  
5 of persuasion is always on the claimant. *Id.*

6 **III. RELIEF REQUESTED**

7 **A. Priority Treatment of Claims Pursuant to 11 U.S.C. § 507**

8 Under certain circumstances, the Bankruptcy Code elevates certain unsecured claims above  
9 others depending on the nature of the underlying debt. 11 U.S.C. § 507 identifies those types of claims  
10 entitled to priority payment before other unsecured claims. All of the Objected Claims assert 11  
11 U.S.C. § 507(a)(7) entitles some or all of the claims to priority treatment up to

12 \$15,150 for each individual or corporation, as the case may be, earned within 180 days  
13 before the date of the filing of the petition or the date of the cessation of the debtor's  
business, whichever occurs first, for –

14 (A) wages, salaries, or commissions, including vacation, severance, and  
sick leave pay earned by an individual; or

15 (B) sales commissions earned by an individual or by a corporation with  
16 only 1 employee, acting as an independent contractor in the sale of goods  
or services for the debtor in the ordinary course of the debtor's business if,  
17 and only if, during the 12 months preceding that date, at least 75 percent of  
the amount that the individual or corporation earned by acting as an  
18 independent contractor in the sale of goods or services was earned from the  
debtor.

19 Also, the Claim of Kevin Kurka asserts that another portion of his Claim is entitled to priority  
20 pursuant to 11 U.S.C. § 507(a)(5) as an:

21 ...allowed unsecured claims for contributions to an employee benefit plan—

22 (A) arising from services rendered within 180 days before the date of the filing  
23 of the petition or the date of the cessation of the debtor's business, whichever  
occurs first; but only

24 (B) for each such plan, to the extent of—

25 (i) the number of employees covered by each such plan multiplied by  
\$15,150; less

26 (ii) the aggregate amount paid to such employees under paragraph (4)  
27 of this subsection, plus the aggregate amount paid by the estate on behalf  
of such employees to any other employee benefit plan.

28 Priority provisions such as these are to be narrowly construed. *See, e.g., In re Consol.*

1 *Freightways Corp. of Delaware*, 564 F.3d 1161, 1168 (9th Cir. 2009) (“[T]he scope of priorities  
2 should be strictly construed because ‘preferential treatment of a class of creditors is in order only  
3 when clearly authorized by Congress.’); *In re Carpenter*, 540 B.R. 691, 695 (B.A.P. 9th Cir. 2015)  
4 (“[P]riorities are narrowly construed because they derogate from the principle of equality of  
5 distribution among unsecured creditors”). Even third-party companies (such as a staffing agency)  
6 who pay wage claims of a debtor’s employees and are assigned the employee’s claim against the  
7 debtor generally are not entitled to a priority claim against the debtor unless the can establish they  
8 were under no independent legal obligation to pay the wages. *In re Aurora Graphics, Inc.*, 255 B.R.  
9 612, 613, 616 (Bankr. D. N. H. 2000) (interpreting agreement between creditor and debtor to  
10 determine that the creditor was a co-employer independently obligated to pay wages, and therefore  
11 was not entitled to a priority claim).

12 **B. General Objection to Objected Claims**

13 As stated in detail in the Marshack Declaration (Marshack Declaration, Pages 3-4) and  
14 elsewhere in the record,<sup>4</sup> the Insiders claim they were employees of the Debtor while the Debtor was  
15 engaged in defrauding its creditors by transferring its assets and client (“Property”) files to friendly,  
16 third parties who subsequently retained or hired many of these Insiders. It was, as the Court described  
17 in a recently entered order regarding two of the Insiders, a “looting of LPG to the benefit of non-  
18 debtor entities [.]” [Page 35 of Dkt. Nos. 1547 and 1548]. Given their positions and roles at the  
19 Debtor it is impossible to believe that these Insiders were not actively involved in the transfer of the  
20 Property to the third parties. Based on their involvement in this “looting” the Trustee believes he has  
21 substantial claims against the Insiders for their actions to transfer and/or to conceal the Property while  
22 employed by the Debtor. Any damages awarded for these claims could be set off against and  
23 recovered from any amounts that the Estate may owe the Insiders for valid proofs of claim.

24 As also detailed herein, many of the Insiders received significant transfers of Property from  
25 the Debtor both pre-petition and post-petition. (See Marshack Declaration, Pages 6-8). Furthermore,  
26 the Trustee has strong reason to believe that the Debtor paid personal expenses for one or more

27 <sup>4</sup> Certain email exchanges between some of the Insiders are filed at Dkt. No. 1099 and Declarations filed with other  
28 pleadings herein -- Declarations of Alina Mamlyuk and D. Edward Hays filed as part of Dkt. Nos. 1103, 1104, and 1105  
and Declarations of Shadae Clarke and Jane Dearwester filed as part of Dkt. No. 1105 detail the involvement of some, if  
not all, of the Insiders in the pre-petition transfer of the Debtor’s files and client matters to related third parties.



1 Insiders.<sup>5</sup> Because these transfers were made directly to the creditor of the Insider, these transfers are  
2 not as easy to identify as payments directly to an Insider. These transfers could be avoided and  
3 recovered for the Estate under various sections of the Bankruptcy Code. 11 U.S.C. § 502(d) provides,  
4 in relevant part, for the disallowance of “any claim ... [of] a transferee of a transfer avoidable under  
5 section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of this title, unless such entity or transferee  
6 has paid the amount, or turned over any such property[.]” Pursuant to § 502(d), the Insiders’ receipt  
7 of and/or benefit from potentially avoidable transfers is another reason to disallow their Claims  
8 pending the filing of litigation that will identify and seek the recovery of such transfers.

9 **C. Specific Objections to Claims**

10 **1. Claim of Phuong “Jayde” Trinh**

11 As detailed in the Marshack Declaration, Ms. Trinh seeks a priority claim of \$14,423.08 for  
12 unpaid wages pursuant to 11 U.S.C. § 507(a)(4). This Claim is subject to objection because the  
13 Claimant failed to provide any information showing that the amount claimed arose from vacation  
14 earned within 180 days of the Petition Date. (Marshack Declaration, Page 4). The Claim includes a  
15 statement showing 224.83 hours of accrued vacation does not state when that vacation accrued or  
16 when that statement was generated. As noted above, the Court has already found that Jayde Trinh  
17 was involved in the “looting” of Property from the Debtor while nominally its employee. If there is a  
18 valid claim for vacation pay accrued within 180 days of the Petition Date, any amount owed would  
19 be far less than the potential liability of the Claimant to the Estate. Accordingly, the Trustee  
20 respectfully requests that the Claim be disallowed as a priority claim and unsecured claim given that  
21 no documentary evidence supports the Claim and/or disallowed pending the resolution of any claims  
22 against Claimant.

23 **2. Claim of Sheri Chen**

24 As detailed in the Marshack Declaration, Ms. Chen seeks a priority claim of \$12,083.19 for  
25 unpaid wages pursuant to 11 U.S.C. § 507(a)(4). This Claim is subject to objection because the  
26 Claimant failed to provide any information showing that the amount claimed arose from vacation  
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28 <sup>5</sup> For example, LPG paid Jayde Trinh’s student loans from law school. Order dated August 27, 2024, Page 8, Lines 3-4 [Doc. No. 1548]

1 earned within 180 days of the Petition Date. (Marshack Declaration, Page 5). The Claim includes a  
2 statement showing 40 hours of accrued vacation, but it does not state when that vacation accrued or  
3 when that statement was generated. Upon information and belief, Claimant may have been involved  
4 or participated in the transfer of Property from the Debtor. If there is a valid claim for vacation pay  
5 accrued within 180 days of the Petition Date, any amount owed would be far less than the potential  
6 liability of the Claimant to the Estate. Accordingly, the Trustee respectfully requests that the Claim  
7 be disallowed as a priority claim and unsecured claim given that no documentary evidence supports  
8 the Claim and/or disallowed pending the resolution of any claims against Claimant.

9 **3. Claim of Justin Nguyen**

10 As detailed in the Marshack Declaration, Mr. Nguyen seeks a priority claim of \$15,150.00 for  
11 unpaid wages pursuant to 11 U.S.C. § 507(a)(4) as part of a total unsecured claim of \$23,994.20. This  
12 Claim is subject to objection because the Claimant failed to provide any information showing that the  
13 amount claimed arose from vacation earned within 180 days of the Petition Date. (Marshack  
14 Declaration, Page 6). The Claim does include a statement showing 49.24 hours of accrued vacation,  
15 but it does not state when that vacation accrued or when that statement was generated. Upon  
16 information and belief, Claimant may have been involved or participated in the transfer of Property  
17 from the Debtor. If there is a valid claim for vacation pay accrued within 180 days of the Petition  
18 Date, any amount owed would be far less than the potential liability of the Claimant to the Estate.  
19 Accordingly, the Trustee respectfully requests that the Claim be disallowed as a priority claim and  
20 unsecured claim given that no documentary evidence supports the Claim and/or disallowed pending  
21 the resolution of any claims against Claimant.

22 **4. Claim of Han Trinh**

23 As detailed in the Marshack Declaration, Ms. Trinh seeks a priority claim of \$24,310.23 for  
24 unpaid wages pursuant to 11 U.S.C. § 507(a)(4). First, this amount exceeds the statutory cap of  
25 \$15,150.00 and must be reduced. This Claim is also subject to objection because the Claimant failed  
26 to provide any information showing that the amount claimed arose from vacation earned within 180  
27 days of the Petition Date. (Marshack Declaration, Page 6). The Claim included a statement showing  
28 231 hours of accrued vacation, but it does not state when that vacation accrued or when that statement

1 was generated. Grobstein has identified \$17,655.73 transferred to Claimant in the 90 day period  
2 before the Petition Date that do not appear related to salary. Within the two plus years preceding the  
3 Petition Date, the Debtor transferred \$35,705.57 to Claimant according to Grobstein. As noted above,  
4 the Court has already found that Han Trinh was involved in the “looting” of Property from the Debtor  
5 while nominally its employee. If there is a valid claim for vacation pay accrued within 180 days of  
6 the Petition Date, any amount owed would be far less than the potential liability of the Claimant to  
7 the Estate. Accordingly, the Trustee respectfully requests that the Claim be disallowed as a priority  
8 claim and unsecured claim given that no documentary evidence supports the Claim and/or disallowed  
9 pending the resolution of any claims against Claimant.

10 **5. Claim of Israel Orozco**

11 As detailed in the Marshack Declaration, Mr. Orozco seeks a priority claim of \$24,310.23 for  
12 unpaid wages pursuant to 11 U.S.C. § 507(a)(4) as part of a total unsecured claim of \$53,729.31.  
13 First, this amount exceeds the statutory cap of \$15,150.00 and must be reduced. This Claim is also  
14 subject to objection because the Claimant failed to provide any information showing that the amount  
15 claimed arose from vacation earned within 180 days of the Petition Date. (Marshack Declaration,  
16 Page 7). The statement filed with the Claim showing 98.52 hours of accrued vacation does not state  
17 when that vacation accrued or when that statement was generated. Grobstein have identified  
18 \$4,144.26 transferred to Claimant in the 90 day period before the Petition Date that do not appear  
19 related to salary and another \$4,225.78 transferred after the Petition Date for unknown purposes. If  
20 there is a valid claim for vacation pay accrued within 180 days of the Petition Date, any amount owed  
21 would be far less than the potential liability of the Claimant to the Estate. Accordingly, the Trustee  
22 respectfully requests that the Claim be disallowed as a priority claim given that no documentary  
23 evidence supports the Claim and/or disallowed pending the resolution of any claims against Claimant.

24 **6. Claim of Scott Eadie**

25 As detailed in the Marshack Declaration, Mr. Eadie seeks a priority claim of \$31,249.99 for  
26 unpaid wages pursuant to 11 U.S.C. § 507(a)(4). First, this amount exceeds the statutory cap of  
27 \$15,150.00 and must be reduced. This Claim is also subject to objection because the Claimant failed  
28 to provide any information supporting this claim (Marshack Declaration, Page 7-8). Grobstein have

1 identified \$5,873.41 transferred to Claimant in the 90 day period before the Petition Date that do not  
2 appear related to salary and another \$7,822.45 transferred after the Petition Date. If there is a valid  
3 claim for vacation pay accrued within 180 days of the Petition Date, any amount owed would be far  
4 less than the potential liability of the Claimant to the Estate. Accordingly, the Trustee respectfully  
5 requests that the Claim be disallowed as a priority claim and unsecured claim given that no  
6 documentary evidence supports the Claim and/or disallowed pending the resolution of any claims  
7 against Claimant.

8                   **7. Claim of Kevin Kurka**

9           As detailed in the Marshack Declaration, Mr. Kurka seeks a priority claim of \$15,150.00 for  
10 unpaid wages pursuant to 11 U.S.C. § 507(a)(4) and \$2,100.00 for unpaid contributions to an  
11 employee benefit plan pursuant to 11 U.S.C. § 507(a)(5). These amounts are part of a larger general  
12 unsecured claim of \$575,000.00. This entire Claim as well as the priority portion thereof is  
13 objectionable because the Claimant failed to provide any information supporting this claim. The  
14 Claim says the Debtor has all the necessary documents to support the Claim although these documents  
15 like “offer letter” and “employment and bonus agreement” seem unlikely to support such a large  
16 claim given their executory nature. (Marshack Declaration, Page 7-8). Furthermore, Grobstein have  
17 identified \$70,489.62 transferred to Claimant in the 90 day period before the Petition Date that do not  
18 appear related to salary. If there is a valid claim entitled to priority treatment, an amount owed would  
19 be far less than the potential liability of the Claimant to the Estate. Accordingly, the Trustee  
20 respectfully requests that the Claim be disallowed as a priority claim and unsecured claim given that  
21 no documentary evidence supports the Claim and/or disallowed pending the resolution of any claims  
22 against Claimant.

23                   **8. Claim of Azevedo Solutions Group, Inc.**

24           As detailed in the Marshack Declaration, Azevedo Solutions Group, Inc. (“Azevedo”) asserts  
25 a priority in an unstated amount pursuant to 11 U.S.C. § 507(a)(4) as part of \$475,200.00 general  
26 unsecured claim. The basis for the priority claim is the independent contractor provision of §  
27 507(a)(4); however, Azevedo provides no evidence that it meets the requirements of § 507(a)(4)(B).  
28 The invoices filed with the Claim do not mention a commission and there is no analysis of whether

Azevedo met the statutory requirements regarding the relationship between debtor and claimant. The Claim is also objectionable as it may be related to a void contract requiring fee splitting between attorneys and non-attorneys. Finally, the Trustee believes that Azevedo was substantially involved in the “looting” of the Debtor’s business (Marshack Declaration, Page 8). Grobstein have identified \$600,649.20 in transfers to Azevedo in the two plus years prior to the Petition Date. If there is a valid claim for commissions accrued within 180 days of the Petition Date, any amount owed would be far less than the potential liability of the Claimant to the Estate. Accordingly, the Trustee respectfully requests that the Claim be disallowed as a priority claim given that no documentary evidence supports the Claim and/or disallowed pending the resolution of any claims against Claimant.

**IV. RESERVATION OF RIGHTS**

The Trustee reserves all rights with respect to the Objected Claims and any other claim filed in this Bankruptcy Case. Nothing contained herein shall be considered a waiver of rights or defenses, election of remedies, or any other concession with respect to the foregoing.

**V. CONCLUSION**

Based on the foregoing, the Trustee respectfully requests that the Court enter an order:

- (i) sustaining the Objection and granting the relief requested herein in its entirety;
- (ii) disallowing the Objected Claims, to the extent they assert a priority claim or claims;
- (iii) disallowing the Objected Claims pursuant to 11 U.S.C. § 502(d) pending the resolution of litigation between the Estate and Claimants; and
- (iv) granting the Trustee such other and further relief as is just and appropriate under the circumstances.

Dated: September 17, 2024

Respectfully submitted,

DINSMORE & SHOHL LLP

By: /s/ Tyler Powell

Tyler Powell [pro hac vice]

Yosina Lissebeck

Special Counsel to Richard A. Marshack

Chapter 11 Trustee for the Bankruptcy Estate of  
The Litigation Practice Group PC

# **EXHIBIT A**

<b>Creditor Name</b>	<b>Proof of Claim No.</b>	<b>Priority Claim Amount</b>	<b>Unsecured (Non-Priority) Claim</b>	<b>Basis for Objection</b>
Phoung "Jayde" Trinh	75	\$14,423.08	\$0.00	Insufficient Information; 502(d) and setoff
Sheri Chen	77	\$12,083.10	\$0.00	Insufficient Information; 502(d) and setoff
Justin Nguyen	78	\$15,150.00	\$8,844.20	Insufficient Information; 502(d) and setoff
Han Trinh	79	\$24,310.23	\$0.00	Exceeds statutory cap; Insufficient Information; 502(d) and setoff
Israel Orozco	104	\$24,310.23	\$29,419.08	Exceeds statutory cap; Insufficient Information; 502(d) and setoff
Scott Eadie	193	\$31,429.99	\$0.00	Exceeds statutory cap; Insufficient Information; 502(d) and setoff
Kevin Kurka	101651	\$17,250.00	\$562,750.00	Insufficient Information; 502(d) and setoff
Azevedo Solutions Group, Inc.	100232	Unknown	\$475,200.00	No evidence that creditor meets statutory requirements of section 507(a)(4); insufficient information; 502(d) and setoff

# **EXHIBIT B**



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(Admitted pro hac vice)

Special Counsel to Richard A. Marshack

**FILED & ENTERED**

**JUN 03 2024**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY mcall DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In Re

Case No: 23-bk-10571-SC

Chapter 11

The Litigation Practice Group P.C.,

Debtor(s),

**ORDER GRANTING MOTION FOR  
ENTRY OF PROTECTIVE ORDER AND  
THE PROTECTIVE ORDER**

Date: May 23, 2024

Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C (via Zoom)<sup>1</sup>

411 West Fourth Street

Santa Ana, CA 92701

<sup>1</sup> Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at:  
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 The Court has read and considered the Notice of Motion and Motion for Entry of Protective  
2 Order (the "Motion") filed by Richard A. Marshack, in his capacity as the Chapter 11 Trustee (the  
3 "Trustee") of the Bankruptcy Estate ("Estate") of The Litigation Practice Group P.C., on May 2, 2024,  
4 pursuant to Federal Rule of Bankruptcy Procedure 7026 and Federal Rule of Civil Procedure 26(c)(1),  
5 as Dk. No. 1164 ("Motion"), and has found good cause to grant the Motion.

6 IT IS HEREBY ORDERED that:

- 7 1. The Motion is granted;
- 8 2. The below Protective Order shall apply to any contested matter arising  
9 in the main bankruptcy case and in all adversary proceedings filed by or against Trustee,  
10 present and future; and
- 11 3. Govern the discovery conducted therein.

## 13 PROTECTIVE ORDER

### 14 1. DEFINITIONS

15 1.1 "Confidential Information" as used in this Protective Order shall mean documents and  
16 other information (regardless of how generated, stored or maintained) that a Party or non-party  
17 reasonably believes to contain or reflect non-public financial or business information, bank records,  
18 financial records, such as social security numbers, non-public financial or personal information of a  
19 Party or non-party, account numbers, sensitive digital information and identifiers, information subject  
20 to confidentiality agreements or provisions other than this Protective Order, and other non-public  
21 research, development, or commercial information that derives value or avoids injury by virtue of not  
22 being known to the public.

23 1.2 This "Action" is defined and hereby means any contested matter arising in the main  
24 bankruptcy case and in all adversary proceedings filed by or against Trustee, present and future.

25 1.3 "Designating Party" means a Party or non-party that designates Confidential  
26 Information during the Action.

27 1.4 "Receiving Party" means a Party that receives Confidential Information during the  
28 Action.

1           1.5     “Party” or “Parties” means person or entity subject to this Protective Order.

2           **2.       SCOPE OF THIS PROTECTIVE ORDER**

3           2.1     Unless otherwise ordered, this Protective Order shall govern certain documents and  
4 other products of discovery obtained in the Action from the Parties there to, and from third parties.  
5 As well as certain information copied or derived therefrom, excerpts, summaries or compilations  
6 thereof, including, but not limited to, documents voluntarily exchanged as part of early settlement  
7 discussions, documents produced pursuant to initial disclosures, requests authorized by the Federal  
8 Rules of Civil Procedure made applicable herein by the Federal Rules of Bankruptcy Procedure,  
9 answers to interrogatories, deposition transcripts, responses to requests for production, responses to  
10 requests for admission, subpoenas, affidavits, declarations, expert reports, and other such material  
11 and information as may be produced during the course of the Action and designated as Confidential  
12 Information.

13           **3.       DESIGNATION OF CONFIDENTIAL INFORMATION**

14           3.1     This Protective Order shall govern the production and handling of any Confidential  
15 Information in this Action. Any Party or non-party who produces Confidential Information in this  
16 Action may designate it as "Confidential" or "Attorneys' Eyes Only" consistent with the terms of this  
17 Protective Order. Whenever possible, the Designating Party must designate only those portions of a  
18 document, written discovery responses, deposition, transcript, or other material that contain the  
19 Confidential Information and refrain from designating entire documents. Regardless of any  
20 designations made hereunder, the Designating Party is not otherwise restricted from use or disclosure  
21 of its Confidential Information outside of this Action or for any business purposes. In addition, any  
22 Party may move to modify or seek other relief from any of the terms of this Protective Order if it has  
23 first tried in writing and in good faith to resolve its needs or disputes with the other Parties or Party  
24 as the case may be under the terms of this Protective Order. Further, nothing in this Protective Order  
25 shall prevent a Party from redacting documents consistent with the Federal Rules of Civil Procedure  
26 and utilizing the documents as needed through-out the Action.

27           3.2     Application to Non-Parties: Before a non-party is given copies of documents or  
28 materials designated as Confidential Information or Attorneys' Eyes Only as permitted hereunder, it

1 must first sign an acknowledgment to be bound to these terms that is attached hereto as Exhibit A; if  
2 it fails to do so, the Parties to this Action must resolve any such dispute before making disclosure of  
3 designated information as permitted hereunder to the non-party. If a non-party wishes to make  
4 designations hereunder, it must first sign attached Exhibit A.

5       3.3     Timing and Provisional Protection: Designations of Confidential Information may be  
6 made at any time. To avoid potential waiver of protection hereunder, the Designating Party should  
7 designate documents or materials containing Confidential Information at the time of production or  
8 disclosure, including on the record during the taking of any deposition. Deposition testimony will be  
9 deemed provisionally protected for a period of thirty (30) days after the transcript is released to the  
10 Parties by the court reporter, although the Parties may agree at any time to different timelines of  
11 provisional protection of information as Confidential or Attorneys' Eyes Only as part of one or more  
12 specific depositions. To retain any designations beyond the provisional period, a Designating Party  
13 must designate specific pages and lines of deposition testimony before the provisional period has  
14 expired. Such designations must be made in writing so that all counsel and court reporters may append  
15 the designation to all copies of the transcripts.

16       3.4     Manner of Designation: Confidential Information may be designated hereunder in any  
17 reasonable manner or method that notifies the Receiving Party of the designation level and identifies  
18 with specificity the information to which the designation applies. If made verbally, the Designating  
19 Party must promptly confirm the designation in writing. Whenever possible, the Designating Party  
20 should stamp, affix, or embed a legend of "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" on  
21 each designated page of the document or electronic image that contains Confidential Information.

#### 22       **4. CHALLENGES TO DESIGNATED INFORMATION**

23       4.1     In the event that a Receiving Party disagrees at any time with any designation(s) made  
24 by the Designating Party, the Receiving Party must first try to resolve such challenge in good faith  
25 on an informal basis with the Designating Party. The Receiving Party must provide written notice of  
26 the challenge and the grounds therefor to the Designating Party, who must respond in writing to the  
27 challenge within fifteen (15) days. At all times, the Designating Party carries the burden of  
28 establishing the propriety of the designation and protection level. Unless and until the challenge is

1 resolved by the Parties or ruled upon by the Court, the designated information shall remain protected  
2 under this Protective Order. The failure of any Receiving Party to challenge a designation does not  
3 constitute a concession that the designation is proper or an admission that the designated information  
4 is otherwise competent, relevant, or material.

5 **5. LIMITED ACCESS/USE OF PROTECTED INFORMATION**

6 5.1 Restricted Use: Information that is produced or exchanged in the course of the Action  
7 and designated under this Protective Order may be used for preparation for trial and preparation for  
8 any appeal of any and all matters in the Action, as well as related settlement negotiations, and for no  
9 other purpose, without the written consent of the Designating Party. No Confidential Information may  
10 be disclosed to any person except in accordance with the terms of this Protective Order, unless the  
11 parties are co-counsel or have entered into joint defense agreements. All persons in possession of  
12 Confidential Information agree to exercise reasonable care with regard to the custody, use, or storage  
13 of such information to ensure that its confidentiality is maintained. This obligation includes, but is  
14 not limited to, the Receiving Party providing to the Designating Party prompt notice of the receipt of  
15 any subpoena that seeks production or disclosure of any designated information and consulting with  
16 the Designating Party before responding to the subpoena. Any use or disclosure of Confidential or  
17 Attorneys' Eyes Only information in violation of the terms of this Protective Order may subject the  
18 disclosing person or party to sanctions.

19 5.2 Access to "Confidential" Information: The Party(ies) and all persons subject to this  
20 Protective Order agree that information designated as "CONFIDENTIAL" may only be accessed or  
21 reviewed by the following:

- 22 a) The Court, its personnel, and court reporters;  
23 b) Counsel of record, or co-counsel for any Party, or other party that has entered into a  
24 joint defense agreement in the Action and their employees who assist counsel of record, or co-counsel  
25 in the Action and are informed of the duties and obligations imposed hereunder;  
26 c) The Parties, including their clients, agents and employees who are assisting or have  
27 reason to know of the Action;

28 ///

d) Experts or consultants employed by the Parties or their counsel, or co-counsel, for purposes of an Action, so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons with the Designating Party's consent or by court order.

5.3 Access to "Attorneys' Eyes Only" Designations: The Parties and all persons subject to this Protective Order agree that information designated as "ATTORNEYS' EYES ONLY" may only be accessed or reviewed by the following:

a) The Court, its personnel, and court reporters;

b) Counsel of record, or co-counsel for any Party, or other party that has entered into a joint defense agreement in the Action and their employees who assist counsel of record in the Action and are informed of the duties hereunder;

c) In-house counsel for any Party in the Action and Richard A. Marshack, as Chapter 11 Trustee of The Litigation Practice Group P.C. who is informed of the duties and obligations imposed hereunder;

d) Experts or consultants employed by the Parties or their counsel, or co-counsel for purposes of the Action, and so long as each such expert or consultant has signed attached Exhibit A; and

e) Other witnesses or persons to whom the Designating Party agrees in advance of disclosure or by court order.

5.4 Non-Waiver Effect of Designations: Neither the taking of, nor the failure to take, any action to enforce the provisions of this Protective Order, nor the failure to object to any designation, will constitute a waiver of any Party(ies)'s claim or defense in the Action or any other action or proceeding, including, but not limited to, a claim or defense that any designated information is or is not Confidential, is or is not entitled to particular protection, or embodies or does not embody information protectable by law.

5.5 In-Court Use of Designated Information: If information designated under this Protective Order will or may be offered in evidence at a hearing or trial related to any matter in the Action, then the offering party must give advance notice to the party or non-party that designated prior to offering the information so that any use or disclosure may be addressed in accordance with

1 the Court's case-management or other pre-trial order, or by a motion *in limine*. Nothing in this  
2 Protective Order shall be construed as a waiver by a Party of any objections that may be raised as to  
3 the admissibility at trial of any evidentiary materials.

4 **6. CLAW-BACK REQUESTS**

5 6.1 Failure to Make Designation: If, at any time, a Party or non-party discovers that it  
6 produced or disclosed Confidential Information without designation, it may promptly notify the  
7 Receiving Party and identify with particularity the Confidential Information to be designated and the  
8 level of designation (the claw-back notification). The Receiving Party may then request substitute  
9 production of the newly-designated information. Within thirty (30) days of receiving the claw-back  
10 notification, the Receiving Party must: (1) certify to the Designating Party it has appropriately marked  
11 or, if substitute production has been requested, destroyed all unmarked copies that it received, made,  
12 and/or distributed; and (2) if it was practicably unable to mark or destroy any information because  
13 disclosures occurred while the Receiving Party was under no duty of confidentiality under the terms  
14 of this Protective Order regarding that information, the Receiving Party must reasonably provide as  
15 much information as practicable to aid the Designating Party in protecting the information,  
16 consistently with the Receiving Party's attorney-client, work-product, and/or trial-preparation  
17 privileges.

18 6.2 Inadvertent Production of Privileged Information: If, at any time, a Party discovers  
19 that it produced information that it reasonably believes is subject to protection under the  
20 attorney/client, work-product, or trial-preparation privileges, then it must promptly notify each  
21 Receiving Party of the claim for protection, the basis for it, amend its privilege log accordingly, and  
22 comply with Fed. R. Civ. P. 26(b)(5). Whenever possible, the producing party must produce substitute  
23 information that redacts the information subject to the claimed protection. The Receiving Party must  
24 thereupon comply with Fed. R. Civ. P. 26(b)(5)(B) as to the information subject to the claimed  
25 protection.

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1           **7. DURATION/CONTINUED RESTRICTIONS**

2           7.1    Handling of Designated Information Upon Conclusion of the Main Bankruptcy Case:

3 Upon conclusion of the Main Bankruptcy Case, by way of dismissal or closing of the case, the  
4 Designating Party(ies) is/are responsible for ensuring that any Party or person to whom the  
5 Designating Party shared or disclosed designated information in any of the matters under the Action  
6 returns or destroys all of its copies, regardless of the medium in which it was stored. No witness or  
7 Party may retain designated information that it received from any other Party or non-party under this  
8 Protective Order; only counsel of record, or co-counsel, are the authorized agents who may retain one  
9 copy for their respective legal files, and who must also describe to the Designating Party the extra  
10 steps taken to protect its legal file containing paper and/or electronic copies of the designated  
11 information so that it is not accessed, used, or disclosed inconsistently with the obligations under this  
12 Protective Order. This provision does not apply to the Court or Court staff. Moreover, this provision  
13 does not apply to Trustee, who may retain and use – consistent with this Order – Confidential  
14 Information received in any Action during the entirety of the Bankruptcy.

15           7.2    Continued Restrictions Under this Protective Order: The restrictions on disclosure and

16 use of Confidential Information shall survive the conclusion of the Bankruptcy case and any matter  
17 in the Action.

18           **8. PRIVILEGED OR PROTECTED INFORMATION**

19           8.1    Nothing in this Protective Order shall require disclosure of information that is  
20 protected by the attorney-client privilege, the work-product protection, or any other legally cognizable  
21 privilege (a “Privilege or Protection”). If information subject to a claim of Privilege or Protection is  
22 inadvertently produced, pursuant to Federal Rule of Evidence 502(d) such production shall not  
23 constitute a waiver of, or estoppel as to, any claim of Privilege or Protection for such information or  
24 any other information that may be protected from disclosure by a Privilege or Protection in any  
25 proceeding.

26           8.2    If a Party receives a document that appears to be subject to a Privilege or Protection,  
27 then it shall refrain from examining the document any more than is essential to ascertain if it is  
28 privileged or protected and shall promptly notify the producing Party in writing that the receiving




1 Party possesses material that appears to be subject to a Privilege or Protection. The producing Party  
2 shall have seven (7) days after receiving such notice to assert a Privilege or Protection over the  
3 identified material. If the producing Party does not assert a claim of Privilege or Protection within the  
4 seven (7)-day period, the material in question shall be deemed not privileged or protected.

5 8.3 If a producing Party has produced a document subject to a claim of Privilege or  
6 Protection, upon written request by the producing Party, the document for which a claim of Privilege  
7 or Protection is made shall be sequestered or destroyed to the extent reasonably practicable, and the  
8 receiving Party shall not use the document for any purpose other than in connection with analyzing  
9 or disputing a claim of Privilege or Protection or in connection with a motion to compel the production  
10 of the document.

11 8.4 The receiving Party sequestering or destroying such material may then move the Court  
12 for an order compelling production of the material. The applicable producing Party bears the burden  
13 of establishing the applicable Privilege or Protection of any clawed-back document or information as  
14 and to the same extent that it would have borne such burden had it not produced the document or  
15 information. Nothing in this Protective Order shall limit the Court's right or any receiving Party's  
16 right to request an in camera review of any information subject to a claim of Privilege or Protection.

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24 Date: June 3, 2024

  
Scott C. Clarkson  
United States Bankruptcy Judge

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EXHIBIT "A"

1 Christopher B. Ghio (State Bar No. 259094)  
Christopher Celentino (State Bar No. 131688)  
2 Yosina M. Lissebeck (State Bar No. 201654)  
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Facsimile: 502-585-2207  
10 Sarah.mattingly@dinsmore.com  
(Admitted pro hac vice)

11 Special Counsel to Richard A. Marshack,  
12 Chapter 11 Trustee

13  
14  
15 **UNITED STATES BANKRUPTCY COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17  
18 In Re

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20 The Litigation Practice Group P.C.,  
21 Debtor(s),

Case No. 8:23-BK-10571-SC

Chapter 11

**EXHIBIT A TO STIPULATED  
ORDER**

Date: May 23, 2024

Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C<sup>1</sup> - Via Zoom  
411 W. Fourth Street  
Santa Ana, CA 92701

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28 <sup>1</sup> Video and audio connection information for each hearing will be provided on Judge Clarkson's  
publicly posted hearing calendar, which may be viewed online at:  
<http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1 This is to certify that:

2 (a) I am being given access to Confidential Information pursuant to the  
3 Stipulated Protective Order that was entered into the main bankruptcy case for  
4 Litigation Practice Group, but which is binding and controlling as set forth by the  
5 Court's Order on any and all contested matters and any and all litigation commenced  
6 by Trustee;

7 (b) I have read the Stipulated Protective Order; and

8 (c) I agree to be bound by the terms and conditions thereof, including,  
9 without limitation, to the obligations regarding the use, non-disclosure and return of  
10 such Confidential Information. I further agree that in addition to being contractually  
11 bound by the Stipulated Protective Order, I am subject to the jurisdiction of the above  
12 reference Court for any violation thereof.

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14 Date: \_\_\_\_\_

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Signature

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Printed Name

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**655 W. Broadway, Suite 800, San Diego, California 92101**

A true and correct copy of the foregoing document:

**CHAPTER 11 TRUSTEE, RICHARD A. MARSHACK'S SUBSTANTIVE OMNIBUS OBJECTION TO proofs of CLAIM filed by (I) Phuong "JAYDE" Trinh; (ii) Sheri Chen; (iii) Justin Nguyen; (iv) Han Trinh; (v) Israel Orozco; (vi) Scott Eadie; (vii) Kevin Kurka; AND (viii) Azevedo Solutions Group, Inc.;  
DECLARATION OF RICHARD A. MARSHACK IN SUPPORT THEREOF**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d);  
and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 19, 2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On September 19, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**3. BY ELECTRONIC MAIL:**

On September 19, 2024, I caused such documents described herein to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

<b>JUDGE'S COPY</b> The Honorable Scott C. Clarkson United States Bankruptcy Court Central District of California Ronald Reagan Federal Building & Courthouse 411 West Fourth Street, Suite 5130 / Courtroom 5C Santa Ana, CA 92701-4593	YCIR Inc. Hector Ocegueda 535 S Barranca St #4 Covina, CA 91723
Phuong "Jayde" Trinh 2128 W Cherry Drive Orange, CA 92868	Sherri Chen 3164 East Hazelwood, Unit A Orange, CA 92869
Justin Nguyen 3164 East Hazelwood, Unit A Orange, CA 92869	Han Trinh 2128 W Cherry Drive Orange, CA 92868
Israel Orozco 115 East Date Street Brea, CA 92821	Scott Eadie 5000 Birch Street, Suite 3000 Newport Beach, CA 92660
Kevin Kurka 1561 Neptune Avenue Encinitas, CA 92024	Azevedo Solutions Group, Inc. Mario Azevedo, Registered Agent 420 Adobe Canyon Road Kenwood, CA 95452

☐ Service information continued on attached page

**4. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 17, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 19, 2024  
Date

Wendy A.Yones  
Printed Name

/s/ Wendy A. Yones  
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Kyra E Andrassy on behalf of Interested Party Courtesy NEF  
kandrassy@raineslaw.com, bclark@raineslaw.com;jfisher@raineslaw.com

Bradford Barnhardt on behalf of Interested Party Courtesy NEF  
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com,alinares@ecf.courtdrive.com

Bradford Barnhardt on behalf of Plaintiff Richard A. Marshack  
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com,alinares@ecf.courtdrive.com

Bradford Barnhardt on behalf of Trustee Richard A Marshack (TR)  
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com,alinares@ecf.courtdrive.com

Eric Bensamochan on behalf of Creditor Affirma, LLC  
eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Creditor Oxford Knox, LLC  
eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Courtesy NEF  
eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Eric Bensamochan  
eric@eblawfirm.us, G63723@notify.cincompass.com

Michael Jay Berger on behalf of Defendant Leucadia Enterprises, Inc  
michael.berger@bankruptcypower.com,  
yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforruptcy.com

Ethan J Birnberg on behalf of Defendant BMF Advance, LLC  
birnberg@portersimon.com, kdwyer@portersimon.com

Ethan J Birnberg on behalf of Defendant Diverse Capital LLC  
birnberg@portersimon.com, kdwyer@portersimon.com

Peter W Bowie on behalf of Trustee Richard A Marshack (TR)  
peter.bowie@dinsmore.com, caron.burke@dinsmore.com

Ronald K Brown on behalf of Creditor SDCO Tustin Executive Center, Inc.  
ron@rkbrownlaw.com

Christopher Celentino on behalf of Plaintiff Richard A. Marshack  
christopher.celentino@dinsmore.com, caron.burke@dinsmore.com

Christopher Celentino on behalf of Trustee Richard A Marshack (TR)  
christopher.celentino@dinsmore.com, caron.burke@dinsmore.com

Shawn M Christianson on behalf of Interested Party Courtesy NEF  
cmcintire@buchalter.com, schristianson@buchalter.com

Randall Baldwin Clark on behalf of Interested Party Randall Baldwin Clark  
rbc@randallbclark.com

Leslie A Cohen on behalf of Defendant Rosa Bianca Loli  
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Leslie A Cohen on behalf of Interested Party Courtesy NEF  
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Aaron E. DE Leest on behalf of Richard A. Marshack, Chapter 11 Trustee  
adeleest@marshackhays.com; alinares@marshackhays.com

Michael W Davis on behalf of Defendant Morning Law Group, P.C.  
mdavis@dtolaw.com, ygodson@dtolaw.com

Anthony Paul Diehl on behalf of Interested Party Courtesy NEF  
anthony@apdlaw.net, Diehl.AnthonyB112492@notify.bestcase.com, ecf@apdlaw.net,  
9143954420@filings.docketbird.com

Ashley Dionisio on behalf of Other Professional Omni Agent Solutions  
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